

**SERVICE AGREEMENT  
BETWEEN  
CITY OF LINCOLN AND SOUTHEAST COMMUNITY COLLEGE**

**I. INTRODUCTION.**

This Agreement is between the City of Lincoln, Nebraska (City), on behalf of the Lincoln-Lancaster County Health Department, for clinical training of public health nursing students and dental assistant students (Program), and Southeast Community College (Program Provider), with a place of business at 8800 "O" Street, Lincoln, NE 68520, and phone (402) 471-3333.

It is understood that the purpose of this Agreement is to facilitate a portion of the courses of instruction offered by Program Provider to its students, said course of instruction to include supervised clinical education. The clinical training for public health nursing students and dental assisting students is a cooperative effort to provide field and clinical experiences in community health nursing, City's Special Supplemental Nutrition Program for Women, Infants, & Children (WIC), and/or dental assisting for students enrolled at Program Provider. For the purposes of this Agreement, clinical training of students shall be called the Program.

**II. SERVICES.**

The Program Provider and City enter this Agreement for the Program Provider to:

1. Provide necessary textbooks and classroom supplies needed by the faculty, including nursing bags and other mutually agreed upon necessary equipment in connection with clinical education.
2. Utilize the facilities of the City for a student rotation program for student observation, instruction, and clinical experience in a public health setting.
3. Be responsible to the City for the care of patients provided by the students during their clinical rotation and experience. The student shall be directly responsible to the supervisor, who shall, in turn, be responsible to the City for the dental care of the patient.
4. Assume responsibility for the health and welfare of its students and employees.
5. Require students to:
  - a. Dress professionally as outlined in the City's Dress and Grooming Guidelines.
  - b. Provide own transportation during the Program.
6. The number of students and employees participating in the Program is to be negotiated based on the day of the week and room capacity of the student room at the City. The number of students is to be negotiated and agreed upon before each term begins. Program Provider agrees to provide City with a calendar for the school year, if requested.
7. It is understood that the Program will not interfere with the primary mission of the care and treatment of City's patients. Program Provider shall require its students, faculty, and employees to adhere to City's rules, regulations, policies, and procedures while on the premises.

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8. A criminal background check will be completed for each student and faculty member before being allowed to participate in clinical/practicum experiences. The check will include a check of the Nebraska child and adult abuse registries. The facility will receive a list of students who have been cleared through the criminal background and abuse registry checks verifying that the check is completed and on file at Southeast Community College. Results will be shared with the facility only on a "need to know" basis and with a written release from the student or faculty member.
9. Provide faculty members coordinating or supervising the Program, and inform City of any changes in faculty.

The City and Program Provider enter this Agreement for the City to:

1. Provide a clinical rotation under a supervisor, to meet the student needs and objectives of the learning experience when the City has appropriate staff available to meet the student need.
2. Make available to students, Program Provider faculty, and employees, upon request, copies of City's clinical manuals, policies, and record forms.
3. Provide an orientation on City policies and facility to students, Program Provider faculty, and employees, as determined essential, to meet the objectives of the learning experience.
4. Provide the supplies necessary in the clinical setting to achieve the objectives of the learning experience, including a conference room and/or classroom area and library, if available, for faculty/student use.
5. City retains the right to terminate use of its facilities, equipment, or supplies by any student, faculty member, or employee when a violation of City's rules, regulations, policies or procedures occurs. Such action normally shall not be taken until grievance against any student, faculty member, or employee has been discussed with the appropriate representative of Program Provider. City reserves the right to take immediate action when necessary to maintain operation of its facilities free from interruption.

In addition, the City and Program Provider mutually agree as follows:

1. No student, faculty, or employee of Program Provider shall be considered an employee of the City by reason of their participation in this Program.
2. The details of this Program will be determined through mutual planning and agreement between Program Provider and City.
3. Students shall be directly responsible to Program Provider faculty or employees for the care provided and responsible to City to operate within City policy and to provide quality care.

### **III. TERM.**

The term of this Agreement shall be from September 1, 2009 and shall continue until completion of all the obligations of this Agreement, but in no event longer than August 31, 2012. Upon

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expiration of the term prior to completion, City shall pay the Program Provider for any services completed up to the date of expiration.

#### **IV. COMPENSATION.**

There shall be no additional compensation beyond the exchange of services by the City and Program Provider.

#### **V. TERMINATION FOR BREACH.**

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice.

#### **VI. TERMINATION FOR CONVENIENCE.**

City has the right to terminate this Agreement for any reason for its own convenience. If City terminates this Agreement for convenience, City shall provide Program Provider with thirty (30) days written notice of the termination.

#### **VII. TERMINATION FOR LACK OF FUNDING.**

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Program Provider and this Agreement shall terminate without penalty or expense to City.

#### **VIII. DUTIES GENERALLY.**

The Program Provider agrees as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

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## IX. INDEPENDENT CONTRACTOR.

City is interested only in the results produced by this Agreement. The Program Provider has sole and exclusive charge and control of the manner and means of performance. The Program Provider shall perform as an independent contractor and it is expressly understood that neither the Program Provider nor any of its staff are employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

## X. INSURANCE.

- A. Program Provider shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Program Provider and the City, its officials, employees, and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Program Provider and Program Provider's employees, students, or those directly or indirectly employed by Program Provider. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
  2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
  3. Personal Injury Damage - \$1,000,000 each Occurrence; and
  4. Contractual Liability - \$1,000,000 each Occurrence; and
  5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
  6. Medical Expenses (any one person) - \$10,000.
- B. Program Provider shall maintain at its own expense during the life of this Agreement, the following:
1. Professional liability insurance or self-insurance coverage in the amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate and umbrella coverage extending such professional liability to an annual aggregate of not less than \$1,750,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act covering Program Provider, its employees and students for claims under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged malpractice, professional negligence, failure to provide care, breach of contract or other claim based upon failure to obtain informed consent for an operation or treatment; and
  2. Professional liability insurance or self-insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering Program Provider, its employees and students for claims not falling under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged errors or omissions or negligent acts in the performance of professional services rendered or that should have been rendered.
- C. The following shall be provided and attached to this Agreement by Program Provider:

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1. A Certificate of Insurance for its General Liability Insurance and Professional Liability Insurance. The City shall be specifically named as an additional insured on the General Liability Insurance. Program Provider may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if Program Provider possessed General Liability Insurance.
  2. Proof of Workers' Compensation Insurance, where appropriate.
- D. Program Provider is required to provide the City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement. If Program Provider obtains General Liability Insurance during the term of this Agreement, it shall add the City as an additional insured and provide a copy of the Certificate of Insurance naming the City as an additional insured.

#### **XI. INDEMNIFICATION.**

To the fullest extent permitted by law, Program Provider shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Program Provider, or anyone for whose acts any of them may be liable. This section will not require Program Provider to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

#### **XII. AUDIT PROVISION.**

The Program Provider shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

#### **XIII. FAIR EMPLOYMENT.**

The Program Provider shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat. § 48-1122*, as amended.

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#### **XIV. FAIR LABOR STANDARDS.**

The Program Provider shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

#### **XV. NEBRASKA LAW.**

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

#### **XVI. INTEGRATION, AMENDMENTS, ASSIGNMENT.**

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

#### **XVII. SEVERABILITY & SAVINGS CLAUSE.**

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

#### **XVIII. HEALTH AND IMMUNIZATION STATUS**

Program Provider shall provide written documentation to the City upon request that each student participating in the Program meet the City's standards regarding health and immunization status. The documentation shall guarantee to the City that each student has received at least mumps, measles, rubella, and tetanus immunizations. The documentation shall also include the students' TB screening, Varicella immune status, and if the student has received a Hepatitis vaccination or a copy of the student's refusal. If a student refuses to allow Program Provider to distribute the student's health information, the City shall decide if the student will be allowed to participate in Program.

Program Provider shall further offer to each student information regarding the Hepatitis B Vaccine and the opportunity to voluntarily obtain the Hepatitis B Vaccine prior to commencing clinical education experiences.

#### **XIX. PRIVACY**

The City is not a "covered entity" for purposes of HIPAA, however, Program Provider agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, Program Provider agrees that it shall:

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- A. Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information;
- B. Make patient information available to patients in a manner not inconsistent with HIPAA;
- C. Require all employees to comply with such restrictions;
- D. Require all students to sign City's Confidentiality Statement;
- E. Report any improper use or disclosure of patient information immediately to the City.


## XX. TRADE PRACTICES WARRANTY

Program Provider warrants to the City that the services to be performed under this Agreement shall be in accordance with accepted and established practices and procedures recognized as such in Program Provider's trade in general and that Program Provider's services shall conform to the requirements of this Agreement.

## XXI. CAPACITY.

The undersigned person representing the Program Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Program Provider to this Agreement.

IN WITNESS WHEREOF, the Program Provider and City do hereby execute this Agreement.

  
Dennis Headrick, Ph.D.  
Vice President for Instruction  
Southeast Community College  
301 S. 68<sup>th</sup> Street  
Lincoln, NE 68510

\_\_\_\_\_  
Chris Beutler  
Mayor of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska 68508

12/3/09  
\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Execution/Filed with City Clerk

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